M. R. CARPENTER, ET AL.

IBLA 72-329 Decided February 15, 1973

Appeal from a decision of the Alaska State Office, Bureau of Land Management, rejecting oil and gas lease offers AA-3476, AA-3481 and AA-3482.

Affirmed.

Oil and Gas Leases: Applications: Generally--Oil and Gas Leases: First Qualified Applicant

The Government has no duty to contact the co-offeror of an offer to lease and thereby discover the identity of the other offeror whose signature on the offer is unreadable.

Oil and Gas Leases: Applications: Generally--Oil and Gas Leases: Applications: Amendments--Oil and Gas Leases: Lands Subject to--Withdrawals and Reservations: Effect of

Offers which incorporate curable defects can earn priority only from the date the defects are cured. Where, prior to filing of an amended offer or other curative material the land is withdrawn from leasing, the question is foreclosed, since priority to lease cannot be established after the land is closed to leasing.

APPEARANCES: M. R. Carpenter and Clifford C. Burglin, pro se.

OPINION BY MR. STUEBING

This is an appeal by M. R. Carpenter, et al., from a decision by the Alaska State Office, Bureau of Land Management, dated February 25, 1972, rejecting oil and gas lease offers AA-3476, AA-3481 and AA-3482.

The case involves three original offers filed on September 27, 1968, and three amended offers filed on April 30, 1969. The State

Office's rejection is based upon a finding that the original offers were incomplete because the identity of one of the co-offerors was not divulged by his signature, nor was it otherwise revealed in the offers. At the time the amended offers were filed in an attempt to validate the offers, Public Land Order 4582, dated January 17, 1969, 34 F.R. 1025, as amended, which was then in effect, withdrew all public lands in Alaska from all forms of appropriation or disposition under the public land laws.

The State Office held, in essence, that the deficiencies in the original offers could not be cured by the filing of the amended offers, as the imposition of the withdrawal precluded new filings.

The main point in appellants' statement of reasons is an attack on the State Office's finding in an earlier rejection 1/ that the identity of the joint offeror could not be deduced. Appellants suggest that the adjudicator could have written to Mr. Carpenter, the other co-offeror, whose name was typed at the top of the lease offer, and thereby ascertained the identity of the second offeror. Also, the appellants question the finding by the adjudicator in the first rejection that the disputed signature was beyond recognition. They assert that the adjudicator had seen the signature of Mr. Burglin (the other co-offeror) literally hundreds of times and they cannot believe that she didn't recognize his signature.

Appellants next attack the legibility standard used by the adjudicator to determine the legality or illegality of signatures. They submit a
one-dollar bill as an exhibit and suggest that the signature above the words "Treasurer of the United States" is illegible and therefore, according to the reasoning of the adjudicator, the bill would be an illegal document. They contend that in addition to invalidating legal tender the legality test used in the decision, if applied elsewhere, would render void "billions" of documents floating around the world, including the Declaration of Independence, the Constitution of the United States, the Bill of Rights, and millions of stock certificates.

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1/ Appellants' first offers were rejected by a decision of the Anchorage State Office on April 2, 1969. That decision was vacated by M. R. Carpenter, et al., AA 3476 etc. (June 19, 1969) due to a requirement in Public Land Order 4582 that all applications for leases which were pending before the Department of Interior on the effective date of the order, will be given the same status and consideration beginning at 12 (noon) A.S.T. on April 2, 1971, as though there had been no intervening period.

Appellants' first contention, that the adjudicator has the duty to decipher the identity of a co-offeror, is totally without merit. Also, the adjudicator has no duty to write to a co-offeror to ascertain the identity of the other offeror. See Helen S. Bailey, 8 IBLA 145 (1972). In addition, considering the varying appearance of Burglin's signature, we cannot say that the adjudicator should have recognized it regardless of how often she had seen it. The question which the adjudicator must ask when a signature is objected to from the standpoint of being undecipherable, is whether "* * * it is beyond the normal ability of a literate person to ascertain the identity of a party to a lease offer * * *" from what is written on the application. R. C. Bailey, et al., 7 IBLA 266, 268 (1972). That question cannot be answered affirmatively here.

Regarding appellants' second point relating to the legality or illegality of signatures, Burglin's signature may be legal regardless of how he chooses to write it. However, he may not require people to identify the particular markings he chooses as standing for his name in all transactions. R. C. Bailey, et al., supra.

Therefore, appellants' first offers were unacceptable for lack of identity of one of the co-offerors, and they were properly rejected for that reason. Their amended offers were filed after the land had been withdrawn by Public Land Order 4582 supra. 43 CFR 2091.1 requires that "* * * applications which are accepted for filing must be rejected and cannot be held pending possible future availability of the land or interest in land, when approval of the application is prevented by: (a) withdrawal or reservation of the lands; * * *."

Offers which incorporate curable defects can earn priority only from the date the curative matter is filed. Where, prior to the filing of the amendment or other curative material the land is withdrawn from leasing, the question is foreclosed since, obviously, priority to receive a lease cannot be established after the land is closed to leasing. 2/ James D. Johnson, et al., 8 IBLA 348 (1972).

2/ Coincident with the revocation of PLO 4582, all the lands here at issue were withdrawn by P.L. 92-203 effective December 18, 1971.

Accordingly, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

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Edward W. Stuebing, Member

We concur:

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Martin Ritvo, Member

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Douglas E. Henriques, Member